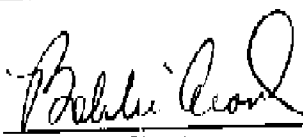


Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings ⇒ ⇒ ⇒	RECORDATION FORM COVER SHEET TRADEMARKS ONLY	U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office
To the Honorable Commissioner of Patents and Trademarks, Please record the attached original documents or copy thereof.		
1. Name of conveying party(ies): Boehme-Filatex, Inc. <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>North Carolina</u> <input type="checkbox"/> Other _____ Additional name(s) of conveying party(ies) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	2. Name and address of receiving party(ies) Name: <u>Wachovia Bank, National Association</u> Internal Address: _____ Street Address: <u>110 East Broward St, Ste 2050</u> City: <u> Ft Lauderdale</u> State: <u>FL</u> Zip: <u>33301</u> <input type="checkbox"/> Individual(s) citizenship _____ <input checked="" type="checkbox"/> Association <u>National Banking Association</u> <input type="checkbox"/> General Partnership _____ <input type="checkbox"/> Limited Partnership _____ <input type="checkbox"/> Corporation State _____ <input type="checkbox"/> Other _____ <small>If assignee is not domiciled in the United States, domestic representative designation is attached: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No (Designations must be a separate document) Additional name(s) & address(es) attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</small>	
3. Nature of conveyance: <input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other _____ Execution Date: <u>February 4, 2005</u>	4. Application number(s) or registration number(s): A. Trademark Application No.(s) <u>See Exhibit A</u> <u>attached hereto</u> B. Trademark Registration No.(s) <u>See Exhibit A</u> <u>attached hereto</u> Additional number(s) attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Rhonda J. Birdwall Paralegal</u> Internal Address: <u>Parker, Hudson, Rainer</u> <u>& Dobbs LLP</u> Street Address: <u>1500 Marquis Two Tower</u> <u>285 Peachtree Center Avenue, N.E.</u> City: <u>Atlanta</u> State: <u>GA</u> Zip: <u>30303</u>	6. Total number of applications and registrations involved: 39 7. Total fee (37 CFR 3.41): \$ <u>990.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account 8. Deposit account number: <u>502831</u>	
DO NOT USE THIS SPACE		
9. Signature. <u>Bobbi Acord</u>  <u>4/11/05</u> Name of Person Signing Signature Date <div style="text-align: right; margin-right: 50px;">15</div>		

Total number of pages including cover sheet, attachments, and documents: 15
 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

CH \$990.00 502831 78118430

EXHIBIT A

Trademarks

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
Compene	United States	2084009
Cutalev	United States	1674721
Dousoft	United States	2089279
Dyol	United States	2089278
Lubrol	United States	1858332
Novachem	United States	2052406
Novaflex	United States	2401352
Novate	United States	2346754
Novawet	United States	2323649
Texafil	United States	2087721
Thorowet	United States	2087720
Viscosoft	United States	1910962
Hipochem	United States	1548786
Hipochem Products & Design	United States	1548787
Hipofix	United States	2056842
Hipolube	United States	2056840
Hipoquest	United States	2058781
Hiposcour	United States	1520384
Hiposoft	United States	1521424
Hipowet	United States	1521425

Hipowhite	United States	2056841
Sil-Fin	United States	2004360
Hipolube	Dominican Republic	114985
Hipowet	Dominican Republic	114984
Hipochem	Mexico	664686
Hiposcour	Mexico	664688
Sil-Fin	Mexico	664685
High Point Textile Auxiliaries LLC & Design	United States	2590618

Trademark Applications

<u>Trademark Application</u>	<u>Jurisdiction</u>	<u>Serial No.</u>
Nova	United States	78118430
Lubrol	United States	78489775
Hipozyme	United States	78479678
Hipochem	Canada	1064366
Hipolube	Canada	1064353
Hiposoft	Canada	1064368
Hipowet	Canada	1064369
Sil-Fin	Canada	1064371
Hipochem	Dominican Republic	20000037033
Hiposoft	Dominican Republic	20000037048
Sil-Fin	Dominican Republic	20000037047

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 4th day of February, 2005, between **BOEHME-FILATEX, INC.**, a North Carolina corporation having its principal place of business at 209 Watlington Industrial Drive, Reidsville, North Carolina 27320-8147 (the "Company"), and **WACHOVIA BANK, NATIONAL ASSOCIATION**, a national banking association having an office at 110 East Broward Street, Suite 2050, Fort. Lauderdale, Florida 33301 ("Lender").

W I T N E S S E T H:

WHEREAS, the Company desires to obtain loans from Lender pursuant to a certain Loan and Security Agreement, dated the date hereof by and between the Company and Lender (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement"); and

WHEREAS, Lender is willing to make loans to the Company from time to time, in Lender's discretion, provided the Company executes this Agreement;

WHEREAS, the Company has contemporaneously herewith pursuant to the Loan Agreement, granted to Lender a lien upon and security interest in the Company's now existing or hereafter acquired inventory, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Lender a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter acquired (the "Trademark Collateral"):

(a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right

to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications, together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) Upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Trademark Collateral (other than foreign trademarks), enforceable against Borrower and all third Persons in accordance with its terms;

(c) To the knowledge of the Company, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person; and

(d) The Company has the unqualified right to enter into this Agreement and perform its terms.

4. The Company covenants and agrees that:

(a) Each of the Trademarks is valid and enforceable;

(b) The Company is the sole and exclusive owner of the entire right, title and interest in and to each of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons;

(c) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and, upon the request of Lender, will provide Lender with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(d) The Company will not materially change the quality of the products associated with the Trademarks without Lender's prior written consent; and

(e) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office as required by applicable law to maintain the registration thereof without loss of protection therefor; provided, however, the Company may abandon

Trademarks in the regular and ordinary course of the Company's business in accordance with historical practices so long as (i) no Default or Event of Default exists at such time and (ii) the abandonment of any such Trademark will not have, and could not reasonably be expected to have, a material adverse effect on the Company's financial condition, results of operation or business.

5. The Company hereby grants to Lender and its employees and agents the right upon prior notice to the Company to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Lender to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Patents with any Person except non-exclusive licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's obligations under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Lender prompt notice thereof in writing.

8. The Company authorizes Lender to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. Upon and at any time after the occurrence of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of Florida. Without limiting the generality of the foregoing, Lender may immediately, without notice or demand, each of which the Company hereby waives, collect directly any payments due the Company in respect of the Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Collateral. The Company hereby agrees that ten (10) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by applicable law. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all attorneys' fees), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. Any

remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

10. The Company hereby makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Lender shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases and other instruments necessary to terminate Lender's security interest in the Collateral, subject to any disposition thereof which may have been made by Lender pursuant to the terms of this Agreement, or any of the other Financing Agreements.

12. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Company (it being the intent of the Company and Lender that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid Lender, shall be paid by the Company **on demand** by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate prescribed in the Loan Agreement.

13. The Company shall use all reasonable efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Trademarks (except as otherwise provided in paragraph 4(e) hereof) and to do any and all acts which are deemed necessary or desirable by Lender to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Lender.

14. Notwithstanding anything to the contrary contained in paragraph 13 hereof, Lender shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Trademarks and any license thereunder, in which event the Company shall at the request of Lender do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Lender to aid such enforcement, and the Company shall promptly, **upon demand**, reimburse and indemnify Lender for all costs and expenses incurred in the exercise of Lender's rights under this paragraph 14. Nothing herein shall be deemed to prohibit the Company from bringing any such suit in its own name at any time that an Event of Default does not exist, if Lender declines to institute such suit.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Company's name or in Lender's name, but at the Company's expense, and the Company agrees to reimburse Lender in full for all expenses, including attorneys' fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

21. Notice of acceptance hereof is hereby waived by the Company.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Florida.

23. THE COMPANY AND LENDER EACH WAIVES THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

WITNESS the execution hereof under seal as of the day and year first above written.

BOEHME-FILATEX, INC. ("Company")

By: [Signature]
Name: Walter A. Eichen
Title: CEO

Accepted:

**WACHOVIA BANK, NATIONAL
ASSOCIATION ("Lender")**

By: _____
Title: _____

... seal as of the day and year first above written.

BOEHME-FILATEX, INC. ("Company")

By: [Signature]
Name: Wendy A. Echeverri
Title: CEO

Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION ("Lender")

By: [Signature]
Title: FVP

STATE OF North Carolina
COUNTY OF Rockingham)

BEFORE ME, the undersigned authority, on this day personally appeared René A. Eckert, Chief Executive Officer of Boehme-Filatex, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 3rd day of February, 2005.

Julie P. Lemora
Notary Public
My Commission Expires: 09-30-06

[NOTARIAL SEAL]

STATE OF _____)
COUNTY OF _____)

BEFORE ME, the undersigned authority, on this day personally appeared _____ of Wachovia Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of February, 2005.

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

STATE OF North Carolina
COUNTY OF Rockingham

BEFORE ME, the undersigned authority, on this day personally appeared René A. Eckert, Chief Executive Officer of Boehme-Filatex, Inc., known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 3rd day of February, 2005.

Julie P. Lemons
Notary Public
My Commission Expires: 09-30-06

[NOTARIAL SEAL]

STATE OF Florida
COUNTY OF Broward

BEFORE ME, the undersigned authority, on this day personally appeared Todd Clatter, FVP of Wachovia Bank, National Association, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 4th day of February, 2005.

Kevin Maitland
Notary Public
My Commission Expires:

10/20/08
[NOTARIAL SEAL]



EXHIBIT A**Trademarks**

<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>
Compene	United States	2084009
Cutalev	United States	1674721
Dousoft	United States	2089279
Dyol	United States	2089278
Lubrol	United States	1858332
Novachem	United States	2052406
Novaflex	United States	2401352
Novate	United States	2346754
Novawet	United States	2323649
Texafil	United States	2087721
Thorowet	United States	2087720
Viscosoft	United States	1910962
Hipochem	United States	1548786
Hipochem Products & Design	United States	1548787
Hipofix	United States	2056842
Hipolube	United States	2056840
Hipoquest	United States	2058781
Hiposcour	United States	1520384
Hiposoft	United States	1521424
Hipowet	United States	1521425

Hipowhite	United States	2056841
Sil-Fin	United States	2004360
Hipolube	Dominican Republic	114985
Hipowet	Dominican Republic	114984
Hipochem	Mexico	664686
Hiposcour	Mexico	664688
Sil-Fin	Mexico	664685
High Point Textile Auxiliaries LLC & Design	United States	2590618

Trademark Applications

<u>Trademark Application</u>	<u>Jurisdiction</u>	<u>Serial No.</u>
Nova	United States	78118430
Lubrol	United States	78489775
Hipozyme	United States	78479678
Hipochem	Canada	1064366
Hipolube	Canada	1064353
Hiposoft	Canada	1064368
Hipowet	Canada	1064369
Sil-Fin	Canada	1064371
Hipochem	Dominican Republic	20000037033
Hiposoft	Dominican Republic	20000037048
Sil-Fin	Dominican Republic	20000037047

EXHIBIT B
CERTIFICATE

The undersigned officer of **BOEHME-FILATEX, INC.**, (the "Company"), DOES HEREBY CERTIFY to **WACHOVIA BANK, NATIONAL ASSOCIATION** ("Lender") that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated February 4, 2005, between the Company and Lender (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this ___ day of _____, 2005.

BOEHME-FILATEX, INC.

By: _____

Title: _____